



# COUNTY OF LOS ANGELES

## DEPARTMENT OF PUBLIC WORKS

*"Enriching Lives"*

JAMES A. NOYES, Director

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ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

January 29, 2004

IN REPLY PLEASE  
REFER TO FILE: PD-2

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**AVENUE O AT 10TH STREET WEST  
CITY OF PALMDALE-COUNTY COOPERATIVE AGREEMENT  
SUPERVISORIAL DISTRICT 5  
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Consider the Notice of Exemption for the proposed project to install traffic signals at the intersection of Avenue O at 10th Street West, which is within the shared geographical boundaries of the City of Palmdale and the County, filed with the County Clerk by the City of Palmdale on December 30, 2003; concur that the project is exempt from the California Environmental Quality Act; and find that these actions reflect the independent judgment of the County.
2. Approve and instruct the Chairman of the Board to sign the cooperative agreement with the City for the project. The agreement provides for the City to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance 75 percent and 25 percent of the cost of the project, respectively. The total project cost is currently estimated to be \$224,000, with the City's share being \$168,000 and the County's share being \$56,000.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The agreement provides for the City to perform the preliminary engineering and administer the construction of the project, with the City and the County to finance 75 percent and 25 percent, respectively, of the cost of the project.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The City of Palmdale and the County propose to install traffic signals at the intersection of Avenue O at 10th Street West, which is jurisdictionally shared with the City of Palmdale. The work also includes the reconstruction of curb, gutter, sidewalk, and roadway pavement at the northeast corner of the intersection.

Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

This proposal is also authorized and provided for by the provisions of Title 1, Chapter 5, Article 1, of the Government Code.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

This action meets the County's Strategic Plan Goal of Service Excellence. By installing a traffic signal and improving the subject roadway, residents of the City of Palmdale and unincorporated area who travel on this street will benefit and their quality of life will be improved.

### **FISCAL IMPACT/FINANCING**

The total project cost is currently estimated to be \$224,000, with the City's share being \$168,000 and the County's share being \$56,000. Funding for this project is included in the Fiscal Year 2003-04 Road Fund Budget.

### **ENVIRONMENTAL DOCUMENTATION**

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Palmdale is the lead agency for this project.

The Honorable Board of Supervisors  
January 29, 2004  
Page 3

The Notice of Exemption for the Avenue O at 10th Street West project was prepared by the City of Palmdale and filed with the County Clerk on December 30, 2003.

The recommended findings are in accordance with the California Environmental Quality Act and are required before your Board's approval of this agreement.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Avenue O and 10th Street West are on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

**CONCLUSION**

Enclosed are two copies of the agreement, which have been approved by the City and approved as to form by County Counsel. Upon approval, please return the copy marked "CITY ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES  
Director of Public Works

ESC:yr

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Enc.

cc: Chief Administrative Office  
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF PALMDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, CITY and COUNTY propose to install traffic signals at the intersection of Avenue O and 10th Street West, including the reconstruction of curb, gutter, sidewalk, and roadway pavement at the northwest corner of the intersection, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT is within the shared geographical boundaries of CITY and COUNTY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

WHEREAS, CITY is willing to perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey and contract administration for PROJECT; and

WHEREAS, "COST OF PROJECT" includes the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, signing, and striping for PROJECT as more fully set forth herein; and

WHEREAS, CITY and COUNTY are willing to finance seventy-five percent (75%) and twenty-five percent (25%), respectively, of COST OF PROJECT; and

WHEREAS, COST OF PROJECT is currently estimated to be Two Hundred Twenty-four Thousand and 00/100 Dollars (\$224,000.00), with CITY'S share being One Hundred Sixty-eight Thousand and 00/100 Dollars (\$168,000.00) and COUNTY'S share being Fifty-six Thousand and 00/100 Dollars (\$56,000.00); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Title 1, Division 7, Chapter 5, Article 1, of the Government Code and Section 1710 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS

- a. The term "JURISDICTION," as referred to in this AGREEMENT, shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b. The "COST OF PROJECT," as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, contract administration, construction inspection and engineering, materials testing, construction survey, utility relocation, traffic detour, final signing and striping, and all other work necessary to construct PROJECT in accordance with the approved plans and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.

The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; design survey; traffic index and geometric investigation; soil testing; preparation of plans, specifications, and cost estimates; right-of-way certification; utility engineering; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.

- d. The cost of "construction contract," as referred to in this AGREEMENT, shall consist of the total of payments to the construction contractor(s) for PROJECT and the total of all payments to utility companies or contractor(s) for the relocation of facilities necessary for the construction of PROJECT.

(2) CITY AGREES

- a. To perform the preliminary engineering, construction inspection and engineering, materials testing, construction survey, and contract administration for PROJECT.
- b. To finance seventy-five percent (75%) of COST OF PROJECT, the actual amount of which is to be determined by a final accounting of PROJECT costs.

- c. Before advertising for construction bids, to apply for and obtain from COUNTY'S Department of Public Works all necessary permits authorizing CITY to construct those portions of PROJECT within COUNTY highway right-of-way, and to construct facilities that are to be maintained by COUNTY.
- d. To advertise PROJECT for construction bids, to award and to administer the construction contract, and to act on behalf of COUNTY in all negotiations pertaining thereto.
- e. To ensure that COUNTY, and all officers and employees of COUNTY, are named as additional insured parties under the construction contractor's(s') Contractor General Liability and automobile insurance policies.
- f. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total COST OF PROJECT, including an itemization of actual unit costs and actual contract quantities.
- g. Upon completion of PROJECT, to maintain in good condition and at CITY expense all roadway improvements constructed as part of PROJECT within CITY'S JURISDICTION.

(3) COUNTY AGREES

- a. To finance twenty-five percent (25%) of COST OF PROJECT, the amounts of which are to be determined by a final accounting of PROJECT costs.
- b. To deposit with CITY, following the opening of construction bids for PROJECT and upon demand by CITY, sufficient COUNTY funds to finance its share of COST OF PROJECT, currently estimated to be Fifty-six Thousand and 00/100 Dollars (\$56,000.00). Said demand will consist of a billing invoice prepared by CITY.
- c. To appoint CITY as COUNTY'S attorney-in-fact for the purpose of representing COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT.
- d. Upon receipt of application from CITY and approval of construction plans for PROJECT, to issue CITY a no-fee permit(s) authorizing CITY to construct those portions of PROJECT within COUNTY highway right of way and to construct those facilities that are to be maintained by COUNTY.

- e. Upon completion of PROJECT, to maintain in good condition and at COUNTY expense all roadway improvements constructed as part of PROJECT within COUNTY'S JURISDICTION.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS

- a. Upon completion of PROJECT, all traffic signal improvements constructed as part of PROJECT within CITY will be maintained by COUNTY under the terms and conditions set forth in Traffic Signal Maintenance Agreement No. 41618 between the COUNTY and CITY.
- b. That if COUNTY'S share of COST OF PROJECT, based upon the final accounting, exceeds COUNTY'S payment, COUNTY shall pay to CITY the additional amount upon demand. Said demand will consist of a billing invoice prepared by CITY. Conversely, if the required COUNTY funds are less than said payment, CITY shall refund the difference to COUNTY after completion of PROJECT.
- c. COUNTY shall review the final accounting invoice prepared by CITY and report in writing any discrepancies to CITY within sixty (60) calendar days after the date of said invoice. Undisputed charges shall be paid by COUNTY to CITY within sixty (60) calendar days after the date of said invoice. CITY shall review all disputed charges and submit a written justification detailing the basis for those charges within sixty (60) calendar days of receipt of COUNTY'S written report. COUNTY shall then make payment of the previously disputed charges or submits justification for nonpayment within sixty (60) calendar days after the date of CITY'S written justification.
- d. During construction of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, an inspector or other representative to inspect construction of PROJECT. COUNTY shall have no obligation to inspect construction of PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final and CITY inspector shall be responsible for proper inspection of PROJECT, as needed.
- e. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CITY.
- f. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY

Mr. Leon Swain  
Director of Public Works  
City of Palmdale  
38300 North Sierra Highway  
Palmdale, CA 93550-4798

COUNTY

Mr. James A. Noyes  
Director of Public Works  
County of Los Angeles  
Department of Public Works  
P.O. Box 1460  
Alhambra, CA 91802-1460

- g. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- h. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.

It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32073 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PALMDALE on December 10, 2003, and by the COUNTY OF LOS ANGELES on \_\_\_\_\_, 2003.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors


ATTEST

VIOLET VARONA-LUKENS  
Executive Officer of the  
Board of Supervisors of  
the County of Los Angeles

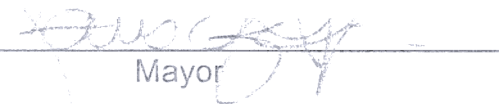
By \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

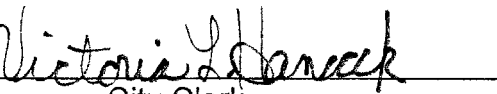
LLOYD W. PELLMAN  
County Counsel

By   
Deputy

CITY OF PALMDALE

By   
Mayor

ATTEST

By   
City Clerk

APPROVED AS TO FORM

By   
City Attorney